

MEMORANDUM OF UNDERSTANDING

The Professional and Vocational Employees Division of Teamsters Local 856, IBT, and representatives of the City of San Bruno have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation unit listed in Section I, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers Milius-Brown Act (Government Code Sections 3500 et seq.) and has been jointly prepared by the parties.

This Memorandum of Understanding is a compilation of the previous Memorandum of Understanding with modifications as approved pursuant to Resolution 1987-4, Resolution 1989-98, Resolution 1993-2, and the Letter of Understanding dated November 14, 1995, for the period commencing November 1, 2000 (unless otherwise specified as to particular sections within) and ending October 31, 2004.

Section 1. Recognition

Union Recognition. Professional and Vocational Employees Division of Teamsters Local 856, IBT, hereinafter referred to as the "Union" is recognized as the majority representative, as provided in the City's Employer-Employee Relations Resolution No. 1970-20, adopted March 23, 1970, for all employees assigned to the classifications set forth in Appendix A, which is attached and made a part hereof.

Section 2. Union Security

Section 2.1 Agency Shop and Dues Deduction

(a) Any regular full-time or regular part-time employee who is covered by this MOU shall either become a member of the Union, or in the alternative, shall pay to the Union as an agency fee an amount of money equal to the customary initiation fee and monthly dues. Such obligation shall not commence until after the employee has completed thirty-one (31) days of employment or thirty-one (31) days after the effective date of this provision, whichever occurs later.

(1) Prior to implementing an increase in the amount of the customary initiation fee, (currently \$200, as of February 1, 2001) as described in subsection (a), the Union shall meet and confer with the City.

(b) Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee

organization shall not be required to join or financially support the Union. Those employees may, in lieu of dues, pay initiation fees or agency fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Three charitable funds shall be mutually agreed upon through the meet-and-confer process between the City and the Union, if the need to designate such charitable funds arises.

(c) The agency shop provision shall not apply to management, confidential or supervisory employees and shall not be a condition of employment. It shall be the obligation of the Union to enforce this provision of the Memorandum of Understanding.

(d) The Union shall indemnify and hold the City harmless from any cost of liability resulting from any and all claims, demands, suits, or any other action arising from the operation of this provision or from the use of the monies remitted to the Union, including the costs of defending against any such actions or claims. The Union agrees to refund to the City any amounts paid to it in error.

(e) The City agrees to deduct on a biweekly basis the periodic membership dues and agency fees from the paycheck of each employee who voluntarily executes and delivers to the City a valid dues checkoff authorization form. Voluntary checkoff authorization for Union dues/agency fees which were executed prior to the execution of this memorandum shall remain in full force and effect.

Effective with the approval of this Memorandum of Understanding, the City Finance Director will accept a new dues deduction authorization form from employees in the representation unit covered by the Memorandum of Understanding. This form shall be as follows:

"I, the undersigned, voluntarily authorize by this writing the City of San Bruno to deduct from my wages and to transmit to TEAMSTERS LOCAL NO. 856 any and all sums of money certified by Local 856 to be payable by me for membership dues or agency fees which are presently due and which shall become due from month to month uniformly imposed by said Local Union.

"This authorization is to remain in effect for a period of twelve (12) months from the date of execution and shall be automatically renewed from year to year thereafter, unless I notify the above-named Union and Employer in writing within twenty (20) days prior to the annual renewal dates that such authorization be terminated."

(f) The Union shall hold the City of San Bruno and its officers and employees, including but not limited to the City Finance Director, harmless for following the instructions contained in such dues deduction authorizations. The City shall deliver revocations of membership to the Union on a bi-weekly basis and include verification that receipt was by registered mail. Initiation fees will not be considered a special assessment.

The City shall not be required to modify the amounts deducted from the employee paychecks for dues or fees more than once in each calendar year.

The City shall not be required to collect any special assessments or similar short-time changes in rate.

Section 2.2 Communications with Employees

The Union shall be provided suitable space on bulletin boards at each work location for posting notices concerning official Union business.

Section 2.3 Advance Notice

Except in cases of emergency as provided below in this subsection, the Union, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet and confer with the appropriate management representatives prior to adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the City may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter the Union shall be provided with the notice described in the preceding paragraph and be given the opportunity to meet and confer with the appropriate management representatives. As used herein, "emergency" shall mean any situation in which proper management of the city requires immediate action, or in which immediate action is necessary for the preservation of life or property.

Section 2.4 List of Union Employees

The City shall furnish to a representative designated by the Union, the name(s), initial rate of pay, classification and date of hire of employees newly appointed to the classifications set forth in Appendix "A" and employees leaving such classifications. The City, upon request of the Union, shall provide to a representative designated by the Union, a list reflecting current rates of pay for all employees in such classifications once per year.

Section 2.5 Designation of Confidential Unit Employees

Positions in this unit in the areas of information technology, payroll, or providing support to the City Manager's Office, City Attorney's Office or a department head on a project basis are deemed to be confidential employees.

Section 3. City Rights

(a) The City shall retain the full rights of management and the direction of its business and operations, except as expressly limited and set forth in writing in this MOU. Wherein a subject matter is covered by the MOU, the City will act in accordance with those sections.

(b) Nothing herein shall be construed to require the City to meet and confer on matters which are solely the function of management and which are not otherwise provided in this